

# Engineering and Construction Agreement

## Public Works Engineering

Job # \_\_\_\_\_ Contract #201\_\_-05\_\_ Capital Project # \_\_\_\_\_



City of Eugene  
99 E. Broadway, Suite 400  
Eugene, Oregon 97401  
(541) 682-5291  
(541) 682-5032 FAX

The undersigned Owner requests the **Public Improvements** as described below:

Type of Improvement: \_\_\_\_\_  
(Paving, wastewater, stormwater, street lights)

Location: \_\_\_\_\_  
(Street or easement. If a subdivision, print subdivision name)

North or east limit: \_\_\_\_\_ South or west limit: \_\_\_\_\_  
(Except for subdivisions) (Except for subdivisions)

be designed and constructed during the \_\_\_\_\_ or subsequent construction season in the following manner  
(Year)

(check one):

☐ 1. **As a City engineered and constructed public improvement project (eligible for assessment financing).**

City agrees:

- a) to perform engineering design, cost estimate, award of contract, construction inspection, and assessment tabulation for the improvements;
- b) to participate in the cost of necessary additional capacity of improvements beyond the assessable amounts as stipulated in the Eugene Municipal Code.

Owner agrees:

- a) to pay all engineering and construction costs which are not eligible for assessment financing.
- b) if the undersigned owner chooses to discontinue the City engineering and construction process prior to execution of a construction contract, the owner further agrees to pay all engineering and other project-related costs incurred by the City to that point, and to comply with paragraph 2 below, if applicable.

☐ 2. **As a privately engineered and constructed public improvement project with private financing arranged by the Owner.**

Owner agrees:

- a) to install all required public improvements within above described construction season at no cost to the City;
- b) to pay actual City costs incurred for plan review and processing, inspection, materials testing, and other engineering services, all of which will be billed and payable monthly with final payment due prior to City's final acceptance of the completed improvements.
- c) to provide the City a bond (EC 7.145 (1)), which includes a one-year warranty period, in an amount sufficient to cover all engineering and construction costs associated with completion of the required public improvements or financial guarantee (EC 7.145 (2)) that equals 125% of the engineering and construction costs associated with completion of the required public improvements.
- d) to pay other charges and levies for public improvements, if required. Other charges may include, but are not limited to:
  - 1) penalty charges: in the event the property owner fails to make payment when due under this agreement, the property owner shall be charged a penalty in the amount of \$25 or ten percent (10%) of the past due amount, whichever is greater. Payment of the penalty shall not constitute a waiver by the City of its other remedies.
  - 2) interest charges: property owner shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date until paid. This sum shall be in addition to penalty charges.

If the Owner fails to uphold the above stated conditions, the City will:

- a) withhold building permits and connection requests for properties abutting the public improvements; and
- b) use the bond or financial guarantee to complete all unfinished public improvements; repair or replace defective public improvements; or recover City costs incurred for engineering services, inspection, and testing.

### PROPERTY OWNER

### CO-OWNER

### CITY OF EUGENE

Property Owner's Signature

Co-Owner's Signature

Signature

Property Owner's Name

Co-Owner's Name

Title

Date

Date

Date

Address

Address

101 E Broadway, Suite 400  
Eugene, OR 97401

City/State/Zip

City/State/Zip

Phone Number (business hours)

Phone Number (business hours)

Original to the City of Eugene  
Copies to Owner, Co-owner, and Inspector